Your Churchill van insurance
Terms of business

About us

Churchill van insurance is arranged and administered by Brightside Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority (Firm reference number 302216). Registered in England and Wales No 04137311. Registered office: Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

Brightside Insurance Services Ltd is an independent insurance broker, which is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register by visiting the FCA website or by contacting them on 0800 111 6768.

Throughout this document the use of We/Our/Us refers to Brightside Insurance Services Ltd. If you need to contact us you can call us on 0333 222 1042 or email enquiries@churchill-vaninsurance.co.uk. We recommend you keep copies of all communications from us for your records.

Our status and the services provided

Brightside Insurance Services Ltd is an insurance intermediary and we arrange and administer insurance cover for all Churchill van insurance policies underwritten by U K Insurance Limited.

We will also arrange optional and additional insurance products that will run alongside your van insurance such as key cover, personal accident cover, guaranteed replacement vehicle, motor legal expenses insurance, breakdown assistance, tool cover and excess protection cover with other insurance companies such as Direct Group Ltd, RAC and Arc Legal Assistance Ltd.

Our service includes, but is not limited to, arranging your insurance cover and helping you with on-going changes. You will not be provided with advice but you will receive sufficient information on the product to enable you to make an informed decision as to whether it meets your needs.

The capacity in which we're acting

We act on your behalf when administering your policy. We act as agents of the insurer when collecting premiums and handling refunds.
Non-fault claims are administered on our behalf by our appointed claims administrators Auxillis Services Limited. Fault claims are handled by Churchill.

How we use your information

Quotations

Quotations are only valid on the date they are issued. Churchill van insurance has the right to decline your risk, increase the premium or restrict the policy if changes are made or if any errors or omissions are found in the Statement of Information.

Payment details

When you purchase a policy, your card and bank account details will be stored safely in accordance with industry standard for the purpose of automatic renewal and to pay premiums and refund as well as to collect payments and premiums as they become due upon changes to your policy.

We will use your credit/debit card details for collecting balances owing following cancellation and for the renewal of your policy. In the event of you receiving an overpayment we will attempt to recover our funds using the card details we have stored.

If you do not pay for your insurance, you must show these details to the person who paid on your behalf. If you do not want your credit/debit card being used for this purpose please contact our customer services team to make alternative payment arrangements.

Automatic renewal

With your consent and to make sure you are not left without insurance we will automatically renew your policy using the payment details stored on our systems. If you do not want us to do this or for any reason we are unable to renew your policy using the payment details we have, or if your renewal declines and we can no longer provide cover, then we will contact you.

Privacy and security

Brightside is committed to respecting your privacy and protecting the personal information that you share with us. You can be assured any information you provide to us will be used strictly in accordance with the terms laid out in our Privacy Policy and complies with Data Protection laws. The Brightside Privacy Policy can be found here: https://www.brightsideinsurance.co.uk/privacy-and-security and explains how we collect and use your details, the laws and regulations that apply, the systems and services we use and how we detect and prevent crime such as fraudulent applications and claims.

Brightside Insurance Services Ltd is a Churchill partner and is a separate “data controller” under data protection law from U K Insurance Limited trading as Churchill Insurance. Brightside will share your personal information with U K Insurance Limited, but apart from that we work independently. That means that we’ll each use your personal information for our own separate business purposes. Their Privacy statement can be found here: https://u-k-insurance.co.uk/brands-policy.html.

Your Responsibilities

Answering questions

We expect you to provide complete and accurate information when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. When purchasing, amending and renewing your insurance policy, you must take care to answer all questions honestly and to the best of your knowledge. If you don’t answer the questions correctly, your policy may be cancelled or your claim rejected or not fully paid.

If you are unsure of your answer to a particular question, you should try to obtain the information required to answer it correctly. If you need help with any of the questions, please see the accompanying help text or the frequently asked questions. If you cannot find what you need, please contact us.

Before you purchase your policy, please carefully check your answers to ensure they are correct. If there are any inaccuracies, please correct them before you pay for your policy.

If the credit agreement requires you to pay an advance payment, you’re required to pay that payment by the date specified by us or your policy may not be valid.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any information to obtain a Certificate of Motor Insurance.

Please note that under the Rehabilitation of Offenders Act 1974 you’re not required to disclose convictions regarded as spent.

Awareness of policy terms

When you take out a policy we will send you a Statement of Information which shows the information you have supplied to obtain insurance cover. Please check this carefully and inform us immediately of any errors. You should also check the Schedule, Policy Wording and Certificate of Motor Insurance, as these documents form the contract of insurance with your insurer(s). If you make any changes to your policy, or add additional information we will send you a copy of the revisions. You will have the opportunity to correct any errors, but please be aware that this could result in an additional premium being charged by your insurer(s) and an administration charge by ourselves.

Breach of any terms, conditions or warranties may enable your insurer(s) to terminate your policy, or repudiate a claim under your policy. If there is anything you do not understand please call us on on 0333 222 1042 or email enquiries@churchill-vaninsurance.co.uk.

Your cover

You can access your documents from your Churchill van insurance account. Please check that the cover being provided to you is the cover you need.

It is your responsibility to provide accurate information when you take out, change or renew your insurance policy. If you make any changes to your policy during the period of cover you will be advised prior to making these changes of any revised policy terms and conditions that may apply.

If your existing Certificate of Motor Insurance has expired, no cover will exist until a replacement Certificate has been issued.

Making changes

During the lifetime of your policy you may need to inform us about changes to your circumstances, contact details, vehicle or its use. Full details of the things you should tell us about are in your policy wording. When changes are made to your policy all amendments will be subject to our mid term adjustment charge.

Some changes will also result in a change to your premium, on occasion it could result in cancellation where Churchill cannot offer cover for your new circumstances.

Road Traffic Act

You’re reminded that it is your personal responsibility under Road Traffic Act legislation to ensure that before using or permitting the use of a vehicle on the public highway, you’re in possession of a current valid Certificate of Motor Insurance. If your existing Certificate of Motor Insurance has expired, no cover will exist until a replacement Certificate has been issued.

Documents that we may need from you

To provide you with competitive prices and to combat fraudulent applications and claims Churchill may ask you to share your driving licence details with us to view your driving record, penalty points and disqualifications. They also may also request proof of No Claim Discount, copies of your driving licence, utility bills and other documentation to establish the identity of any person applying for insurance.

If these items are needed you will also be provided with a timescale for providing the information as well as details on how to send them to us.

Please note that proof of No Claim Discount, must be earned in the UK and from policies expired within the last two years. Evidence of claim free driving connected with fleet policies or from motorcycle insurance does not entitle you to any No Claim Discount.

Failure to provide us with the required information within the specified time may result in administration charges, increases in premium or your cover may be cancelled or voided (which means to treat as if the policy never existed).

If there is a discrepancy between the information supplied on the application form and the requested supporting documents, the correct information will be added to the policy and processed as a mid-term adjustment. Where applicable, an additional premium will be charged by Churchill and administration fees will apply. If the corrected information is unacceptable to Churchill your cover may be cancelled or voided.

If your policy is cancelled for this reason, we will calculate any refund of premium in accordance with the 'Cancelling your Insurance' section of this document.

Fees and Charges

All annual insurance policies are arranged for a period of 12 months and you're required to pay the full amount stated on the day cover is arranged, or the date any mid-term adjustment is processed. With your consent, we will use the payment details we have stored to collect payments and premiums as they become due upon changes to your policy and for collecting balances owing following cancellation or administering refunds. We will also use the payment details we have stored to collect the renewal premium of your policy prior to the policy renewal date.

Administration charges

In addition to any premium or charges applied by the insurer we may apply the following charges for arranging, amending and administering your insurance.

Policy and Administration Charges Summary	
Our administration charge for making changes to your policy	£25.00*
Our cancellation charge applied within the cooling off period.	£10.00
Our cancellation charge applied after the cooling off period	£60.00

*The administration fee is halved and costs £12.50 if you make the changes in your online account.

Premium Finance

When you have agreed on an insurance policy we will provide you with options for making the insurance more affordable by spreading the cost using premium finance. Spreading the cost of your insurance premium, enables you to pay for your insurance in a convenient and affordable way.

Brightside Insurance Services Ltd is a credit broker and not a lender. The payment instalment plan and premium finance is provided by Close Brothers Premium Finance.

If you decide to pay by premium finance, the set-up process couldn't be easier. Typically you be asked to sign a credit agreement, provide Direct Debit details and make an initial deposit payment by debit or credit card. The premium finance company pay us the amount you borrow, which we use with the deposit we collect to pay the insurer the full annual premium.

Once setup, you must repay the premium finance provider the amount borrowed plus interest and any charges. The finance provider will take monthly instalments directly from your bank account by Direct Debit. To remain on cover you must make these payments.

In the event that instalment payments are missed or not made, Close Brothers Premium Finance may cancel your credit agreement. If this occurs, Brightside will cancel your insurance policy.

On cancellation and if there hasn't been a claim, the insurer will return a portion of the unused annual premium to us which we will use to reduce the debt you owe to Close Brothers Premium Finance. If there is still a balance outstanding, Close Brothers will charge an equivalent sum to Brightside.

You agree as part of our terms of business that you will pay us any costs we incur as a result of providing our services to you. If you do not maintain your premium finance and we have to make a payment to Close Brothers as a result you must pay this sum to us under this agreement. In these circumstances we will contact you directly regarding payment for this amount, as follows:

(i) Where you have consented to us holding a continuous payment authority on your credit/ debit card, we will attempt to take payment from the most recent payment you have used with us;
(ii) We may contact you directly to arrange payment; and
(iii) We may also pass on details of the debt to an external debt collection agency. Where this happens, the debt collection agency reserves the right to apply a fee for the services which they will collect along with the outstanding balance.

Cancellation

Your right to cancel

You have the right to cancel your policy during an initial cooling off period of 14 days either from the day of purchase or renewal of the contract or the day on which you receive your policy documentation, whichever is the latter, unless there has been a total loss claim. You will be charged for the time you are covered and our cancellation fee. Check your policy wording for additional fees that may be charged by Churchill.

Cancelling optional extras

If you have any additional optional insurances (eg Breakdown, Legal Expenses, Excess Protection etc) linked to your vehicle insurance, then these will be cancelled when your vehicle policy is cancelled. If you have not used the service they provide and you cancel within the initial 14 day cooling off period then you will not be charged for them. There will not be any refund if you cancel these optional extras after the 14 day cooling off period.

How to cancel your insurance

If you wish to cancel your insurance contract, please call our customer service team on 0333 222 1042. We will explain the cancellation charges that apply and whether any further payments are required from you. If the insurance is cancelled before cover has even started we will give you your money back, we do not charge a cancellation fee in this situation. If you cancel your insurance following a claim or there has been an incident that will result in a claim you are responsible for the full annual premium.

Where we or Churchill may cancel your cover

We may cancel the policy, but only if there is a good reason for doing so. Some examples of situations where we would have a good reason for cancelling your policy include:

1) non-payment of the premium due; or
2) you have changed your vehicle during the policy to one Churchill cannot cover; or
3) you have failed to supply necessary documentation to support your application (such as evidence of No Claim Discount and copies of driving licences for all named drivers); or
4) Where we or Churchill identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.

We will not refund any premium, fees, charges or commission on cancellation if misrepresentation, fraud or any attempt to gain an advantage under this insurance to which you are not entitled has been identified.

If your policy is cancelled in this way we or your insurer will send you seven days' notice to either the email address or postal address used to setup the insurance informing you that you are no longer covered and that you need to make alternative arrangements. Don't forget that it's an offence to drive a vehicle without insurance.

Cancellation after the cooling off period

If you decide to cancel your policy after the 14 day cooling off period we charge a cancellation fee as well as retain any fees and charges that you have already paid during the period of insurance. Check your policy wording for additional fees that may be charged by Churchill.

Provided you have not made a claim and a claim has not been made against you, then Churchill will charge you for the time on cover and return to us any unused premium. If you have used the policy to make a claim or a claim has been made against you Churchill will not provide a refund. You do not receive any refund for the cost of the optional extra policies if they are cancelled after the cooling off period.

If you pay by Direct Debit, any amounts returned by Churchill will be used toward settling your outstanding premium finance, you will be required to make payment for any remaining balance immediately.

If appropriate, refunds will be credited back to the card used to make payment. However we may issue refunds by cheque, made payable to the policyholder. The choice of whether we refund by card or cheque is made for security reasons and remains at our discretion. Refunds made to a payment card normally appear in your account between 3-5 working days depending on your banking provider.

General Conditions

How to make a complaint

It is our intention to provide you with a high level of service at all times. In the unlikely event that you should have cause for complaint, please write to: Customer Relations Manager, Churchill Van Insurance, PO Box 80360, LONDON, N17 1JE or email: complaints@brightsideinsurance.co.uk

We'll acknowledge receipt of your complaint in writing promptly and provide you with a timescale for a full response. We will provide you with a final response within 8 weeks.

Full details of our complaints handling procedures are available upon request.

Financial Ombudsman Service

If you remain dissatisfied with our response to your complaint you may be able to refer the matter to the Financial Ombudsman Service. To use their service you must be eligible and your complaint must be sent to them within 6 months of our final response letter. You may contact them at:
Financial Ombudsman Service, Exchange Tower, London E14 9SR. Tel: 0800 023 4567 (from a landline) or 0300 123 9 123 (from a mobile) Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

If you took your policy out online

The Online Dispute Resolution (ODR) service has been established by the European Commission to help residents in the European Union (EU) who have bought goods or services online, get their complaint resolved. The route is designed mainly to facilitate complaints where the customer and providers are in different countries but you may also be eligible to use this service. It allows consumers to submit their contractual dispute and conduct the ADR procedure online and in any of the 23 official languages of the European Union. Website: http://ec.europa.eu/odr.

Handling Money

Where we receive monies from you or your insurer,we hold these securely either on your behalf or on behalf of your insurer as their agent (as agreed with each insurer). We look to agree with insurers that such monies are received and held by us or a placing broker as agent of the relevant insurer. Where this cannot be agreed we instead receive and hold the monies on your behalf in a non-statutory client trust account. We may earn interest from money held in our trust bank account. Interest earned will not be held for the benefit of customers. Should you wish to confirm whether any monies received from you or your insurer are being held in a non-statutory client trust account, you can do so by contacting us.

As part of the process of finding an insurance policy that suits your requirements, we may pass your premium to a placing broker who will also be required to hold your money in trust. This includes intermediaries outside the United Kingdom who would be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different way from that which would apply if the money were held by an intermediary in the United Kingdom. Unless you tell us you do not want us to do this, by accepting this Terms of Business you are giving your consent for us to act in this way. The legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom and if the intermediary fails, the premium may be treated in a different manner from that of an UK intermediary.

We will take commission earned from insurance companies in connection with your insurances, only after we have received your premium (or received it from a third party finance provider on your behalf). This may be before payment of the premium to the insurance company and will take account of the terms we have agreed with each insurance company. As Brightside has systems and controls to monitor and manage credit risk, we may agree to extend credit to other customers using money from this account.

Other Taxes or Costs

Please note that there is a possibility that other taxes and/or costs may exist in respect of products and services offered by us, which are not paid through or imposed by us.

Our remuneration

Brightside income is generated from a combination of the administration charges we apply and commission we receive from the insurer. Brightside remunerates its employees using a combination of fixed and variable rewards that are designed to ensure they act in customers' best interests at all times. All employees receive a base salary. In addition, contact centre employees also receive variable financial rewards based on the insurance policies they process, providing they also achieve high levels of customer service and quality scores. Discretionary non-financial rewards (e.g. additional holidays) may also be given for the same reasons.

If you are regarded as a commercial customer (your policy has been purchased for your trade or profession) you're entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

Variations

No variations to these terms are held to be valid unless in writing and signed by an authorised officer of Brightside Insurance Services Ltd. Our staff are not authorised to agree any variation. We may vary the terms of this agreement on renewal of your insurance policy. We will notify you of any change to these terms in your renewal invite. This will be sent to you 17 days before the expiry date of your insurance policy so that you can make an informed decision about whether to renew your policy on the new terms.

Statutory rights

Agreement to our Terms of Business does not affect your statutory rights.